

**Judge Pauley****07 CIV 9285**

MICHAEL J. GARCIA  
 United States Attorney for the  
 Southern District of New York  
 By: KATHLEEN A. ZEBROWSKI  
 Assistant United States Attorney  
 86 Chambers Street  
 New York, New York 10007  
 Telephone No.: (212) 637-2710  
 Fax Number : (212) 637-2717

FILED  
 OCT 16 2007  
 U.S. DISTRICT COURT  
 SOUTHERN DISTRICT OF NEW YORK

UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF NEW YORK

-----X  
 UNITED STATES OF AMERICA,

Plaintiff,

- v. -

IKE UDEAGU,

Defendant.  
 -----X

:

:

:

:

VERIFIED COMPLAINT

07 Civ.

Plaintiff United States of America (the "United States"), by and through its attorney, Michael J. Garcia, United States Attorney for the Southern District of New York, alleges upon information and belief that:

1. Jurisdiction is conferred on this Court pursuant to 28 U.S.C. § 1345.
2. Defendant Ike Udeagu (the "defendant") resides at 104 W. 17th St. Apt 3W, New York, NY 10011, within the Southern District of New York.

FIRST CAUSE OF ACTION

3. Defendant applied for and received a student loan from the lender whose name is set out in the defendant's promissory note(s) evidencing the loan, copies of which are annexed hereto as Exhibit A and incorporated herein.

4. Defendant defaulted on said note(s) and owes the amount said note(s) and interest.

5. The United States is the assignee and present holder of said note(s).

6. The amount due and owing plaintiff by defendant on said note(s) is \$7,693.99, plus penalty charges in the amount of \$5.00, plus interest in the amount of \$10,792.65, as of October 10, 2007, with interest accruing thereafter at the rate of 8.00 percent per annum. A Certificate of Indebtedness from the United States Department of Education is annexed hereto as Exhibit B and incorporated herein.

SECOND CAUSE OF ACTION

7. Plaintiff repeats and realleges the allegations contained in paragraphs numbered one through six.

8. Plaintiff insured the aforementioned note(s) pursuant to Title IV of the Higher Education Act of 1965, Public Law 89-329.

9. The lender made an insurance claim on the United States for the amount of the lender's loss arising from the defendant's default on said note(s), which claim has been paid by the United States to the lender.

10. Plaintiff is entitled to be indemnified by defendant in the amount of \$18,491.64 as of October 10, 2007, with interest accruing thereafter at the rate of 8.00 percent per annum.

WHEREFORE, plaintiff demands judgment against defendant in the amount of \$18,491.64 plus interest as provided by law to the date of judgment and interest from the date of judgment at the legal rate until paid in full, together with costs and disbursements and for such other and further relief as this Court deems just and proper.

Dated: New York, New York

October 14, 2007

MICHAEL J. GARCIA  
United States Attorney for the  
Southern District of New York  
Attorney for the Plaintiff

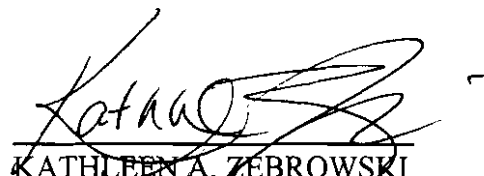
By: 

KATHLEEN A. ZEBROWSKI  
Assistant United States Attorney  
86 Chambers Street  
New York, New York 10007  
Telephone No.: (212) 637-2710

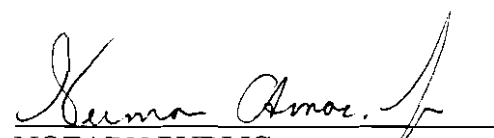
VERIFICATION

STATE OF NEW YORK )  
COUNTY OF NEW YORK : ss.:  
SOUTHERN DISTRICT OF NEW YORK )

KATHLEEN A. ZEBROWSKI, being duly sworn, deposes and says that she is an Assistant United States Attorney in the office of Michael J. Garcia, United States Attorney for the Southern District of New York, that she has read the foregoing complaint, and that the same is true and accurate to the best of her knowledge and belief.

  
KATHLEEN A. ZEBROWSKI  
Assistant United States Attorney

Sworn to before me this 15<sup>th</sup>  
day of October 2007

  
NOTARY PUBLIC

HERMAN AMOS JR.  
Notary Public, State of New York  
No. 31-4961366  
Qualified in New York County  
Commission Expires Feb. 5, 2010

**PRINT CAREFULLY**

Student Signature \_\_\_\_\_ Date 8/20/85

**NOTICE TO STUDENT**  
Terms of Use: Promissory Note continues on the reverse side

[illegible]

**Additional Terms of the Promissory Note for a Student Loan Guaranteed by FRY, INC.**

**II. Data Note Comes Due** - The Data Note shall be due and payable on the date specified on the Data Note.

**III. Interest** - The interest rate on the Data Note shall be the prime rate plus 2.00% per annum.

**IV. Default** - The Data Note shall be due and payable immediately upon the occurrence of any of the following events:

**V. Discharge and Release** - The Data Note shall be discharged and released upon the payment of the full amount of the Data Note.

**VI. Assignment** - The Data Note shall be assignable by the holder thereof.

**VII. Governing Law** - This Promissory Note shall be governed by the laws of the State of New York.

**VIII. Entire Agreement** - This Promissory Note constitutes the entire agreement between the parties.

**IX. Counterparts** - This Promissory Note may be executed in counterparts.

**X. Notices** - All notices shall be sent to the address specified on the Data Note.

**XI. Waiver** - The holder of the Data Note waives all defenses.

**XII. Assignment of Rights** - The holder of the Data Note assigns all rights.

**XIII. Severability** - If any provision of this Promissory Note is held to be unenforceable, the remaining provisions shall survive.

**XIV. Counterparts** - This Promissory Note may be executed in counterparts.

**XV. Notices** - All notices shall be sent to the address specified on the Data Note.

**XVI. Waiver** - The holder of the Data Note waives all defenses.

**XVII. Assignment of Rights** - The holder of the Data Note assigns all rights.

**XVIII. Severability** - If any provision of this Promissory Note is held to be unenforceable, the remaining provisions shall survive.

**XIX. Counterparts** - This Promissory Note may be executed in counterparts.

**XX. Notices** - All notices shall be sent to the address specified on the Data Note.

**XXI. Waiver** - The holder of the Data Note waives all defenses.

**XXII. Assignment of Rights** - The holder of the Data Note assigns all rights.

**XXIII. Severability** - If any provision of this Promissory Note is held to be unenforceable, the remaining provisions shall survive.

**XXIV. Counterparts** - This Promissory Note may be executed in counterparts.

**XXV. Notices** - All notices shall be sent to the address specified on the Data Note.

**XXVI. Waiver** - The holder of the Data Note waives all defenses.

**XXVII. Assignment of Rights** - The holder of the Data Note assigns all rights.

**XXVIII. Severability** - If any provision of this Promissory Note is held to be unenforceable, the remaining provisions shall survive.

**XXIX. Counterparts** - This Promissory Note may be executed in counterparts.

**XXX. Notices** - All notices shall be sent to the address specified on the Data Note.

**XXXI. Waiver** - The holder of the Data Note waives all defenses.

**XXXII. Assignment of Rights** - The holder of the Data Note assigns all rights.

**XXXIII. Severability** - If any provision of this Promissory Note is held to be unenforceable, the remaining provisions shall survive.

**XXXIV. Counterparts** - This Promissory Note may be executed in counterparts.

*Handwritten signature*  
LIFE CHAS. HAWKINS  
JUL 23 1999  
NEW YORK, NEW YORK  
LIFE CHAS. HAWKINS CORPORATION



**NEW YORK STATE HIGHER EDUCATION SERVICES CORPORATION**  
88 WASHINGTON AVENUE, ALBANY, NEW YORK 12242

**OFFICIAL USE ONLY**  
Use Ball Point Pen  
Press Hard

**PRINT CAREFULLY**

**1. STUDENT INFORMATION**

NAME (Last, First, Middle Initial) **FRANKIE AGU**  
Address **244 W 14th St Apt 2C BRONX NY 10416**  
Phone No (212) **655-3489**  
Employer **MAJESTY Publishing Inc** Phone No (212) **665-3113**  
Relationship to Applicant **Nephew**

**2. EMPLOYMENT INFORMATION**

Employer **MAJESTY Publishing Inc** Address **100 W 14th St New York NY 10011**  
Phone No (212) **665-3113**  
Relationship to Applicant **Nephew**

**3. REFERENCES - (REFERENCES MUST RESIDE IN THE UNITED STATES) (SEE INSTRUCTIONS)**

Nearest Living Adult Relative  
Name (Last, First, Middle Initial) **EMMANUEL JONES**  
Address **820 2nd St Apt 2B BRONX NY 10456**  
Phone No (212) **655-1003**  
Relationship to Applicant **Cousin**

**4. STUDENT INFORMATION**

Name (Last, First, Middle Initial) **FRANKIE AGU**  
Address **244 W 14th St Apt 2C BRONX NY 10416**  
Phone No (212) **655-3489**  
Employer **MAJESTY Publishing Inc** Phone No (212) **665-3113**  
Relationship to Applicant **Nephew**

**5. SCHOOL INFORMATION**

Name of School **NYC Community College**  
Address **100 W 14th St New York NY 10011**  
Phone No (212) **665-3113**  
Relationship to Applicant **Nephew**

**6. FINANCIAL INFORMATION**

Estimated Annual Income **6349**  
Estimated Annual Expenses **6349**  
Estimated Annual Savings **0**  
Estimated Annual Other Income **0**

**7. LENDER INFORMATION**

NAME **CHASE MANHATTAN BANK**  
Address **100 W 14th St New York NY 10011**  
Phone No (212) **665-3113**  
Relationship to Applicant **Nephew**

**8. SIGNATURE OF AUTHORIZED LENDER**

**DANA BERNANDEZ**  
Loan Processor  
11/5/86

**9. SIGNATURE OF STUDENT**

**FRANKIE AGU**  
11/5/86

**10. SIGNATURE OF GUARANTOR**

**EMMANUEL JONES**  
11/5/86

**11. SIGNATURE OF SPOUSE**

**FRANKIE AGU**  
11/5/86

**12. SIGNATURE OF PARENTS**

**FRANKIE AGU**  
11/5/86

**13. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**14. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**15. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**16. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**17. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**18. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**19. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**20. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**21. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**22. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**23. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**24. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**25. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**26. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**27. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**28. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**29. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**30. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**31. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**32. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**33. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**34. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**35. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**36. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**37. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**38. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**39. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**40. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**41. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**42. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**43. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**44. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**45. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**46. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**47. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**48. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**49. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**50. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**51. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**52. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**53. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**54. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**55. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**56. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**57. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**58. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**59. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**60. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**61. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**62. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**63. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**64. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**65. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**66. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**67. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**68. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**69. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**70. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**71. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**72. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**73. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**74. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**75. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**76. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**77. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**78. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**79. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**80. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**81. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**82. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**83. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**84. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**85. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**86. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**87. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**88. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**89. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**90. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**91. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**92. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**93. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**94. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**95. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**96. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**97. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**98. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**99. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

**100. SIGNATURE OF OTHER GUARANTORS**

**FRANKIE AGU**  
11/5/86

NEW YORK STATE HIGHER EDUCATION SERVICE  
PAY TO THE ORDER OF  
New York Higher Education Service Corporation  
WITHOUT RESCUE  
THE CHASE MANHATTAN BANK, N.A.  
*Lynette L. Olson* 22 23

BEST COPY AVAILABLE  
AT TIME OF FILMING

RECEIVED

10/16/2007

Administrative Services Section of the State of New York



ORIGINAL

10/19/84

# NEW YORK STATE HIGHER EDUCATION SERVICES CORPORATION

## GUARANTEED STUDENT LOAN

### PROMISSORY NOTE

ME 700  
(8/82)257-417-4494-A  
Social Security Number

19567324

NYSHESC A/Ct. Number

Interest Rate

8.0%

Name of Borrower  
**IRE C. ODEAGU**Name of Lender  
**CHASE MANHATTAN BANK**Street Address  
**445 E 832 STREET**Street Address  
**POST OFFICE BOX 5148**

City

State  
**NY 10466**City  
**NEW HYDE PARK NY 11042****ANNUAL PERCENTAGE RATE**

The cost of your credit as a yearly rate.

Prior to

repayment

During

repayment

8.0%

8.0%

**Amount Financed**

The amount of credit provided to you.

\$ 2,362.00

**Late Charge:** If a payment is late, you may be charged \$5.00 or 5% of the payment, whichever is less.**Prepayment:** If you pay off early, you will not have to pay a penalty, and you may be entitled to a refund of part of the finance charge.

See the promissory note for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

If you are not eligible for a full State or Federal interest subsidy during the in-school period of this loan, then your interest must be paid as follows.

☐ quarterly☐ by means of capitalization when I enter repayment

The Grace Period on this loan is 6 months.

In the event of prepayment, the method of calculating any rebate of unearned interest is

RULE OF 78'S

**Itemization of the Amount Financed of \$ 2,362.00**

Loan Amount \$ 2,300.00 Less: Prepaid Finance Charge \$ 136.00 Equals: Amount paid to you \$ 2,362.00

Includes:

Insurance Premium \$ 13.00

Origination fee (5 % of Loan Amount) \$ 125.00

VHS 311 7-88 PHS 3-88

0701 0001

ADD 11/01/84

SC 002673-0

[illegible]

EXHIBIT B

**U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA**

**CERTIFICATE OF INDEBTEDNESS #1 OF 1**

Ike C. Udeagu  
104 W. 17<sup>th</sup> Apt. 3W  
New York, NY 10011-2202  
Account No: 249471694

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 07/20/07.

On or about 10/19/84, 08/20/85 and 08/11/86, the borrower executed promissory note(s) to secure loan(s) of \$2,500.00, \$2,500.00 and \$2,500.00, from Chase Manhattan Bank (New Hyde Park, NY) at 8.00 percent interest per annum. This loan obligation was guaranteed by New York State Higher Education Services Corporation and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et. seq. (34 CFR Part 682). The holder demanded payment according to the terms of the note(s), and credited \$0.00 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 09/25/90, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$7,693.99 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on 09/17/97, assigned its right and title to the loan(s) to the Department.


Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal	\$ 7,693.99
Interest:	\$10,656.06
Penalty:	\$ 5.00
 Total debt as of 07/20/07:	 \$18,355.05

Interest accrues on the principal shown here at the rate of \$1.69 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 08/23/07  
**Delfin M. Reyes**  
Loan Analyst

  
Loan Analyst  
Litigation Support